

IN THE MATTER OF)
)
HEALTHCARE RESEARCH &)
DEVELOPMENT INSTITUTE, LLC.)

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the Connecticut Antitrust Act, Conn. Gen. Stat. §§ 35-24 et seq., Richard Blumenthal, Attorney General of the State of Connecticut, caused an investigation to be made of the Healthcare Research and Development Institute, LLC (“HRDI”) relating to HRDI’s sale of healthcare consulting services. Based on the findings of the investigation, Attorney General Blumenthal believes that certain business practices of HRDI lessen competition in the healthcare service and supply industry and allow the use of undue and improper influence in the healthcare purchasing process and thus may violate the Connecticut Antitrust Act, Conn. Gen. Stat. §§35-24 et seq. and the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a et seq. HRDI continues to dispute this characterization of HRDI by the Attorney General. As a result of the investigation by the Attorney General of Connecticut, the Attorney General of Florida, Bill McCollum, also believes that certain business practices of HRDI may violate the Florida Antitrust Act of 1980, Section 542, et seq., Florida Statutes and the Florida Deceptive and Unfair Practices Act, Section 501, et seq., Florida Statutes.

HRDI and Health Education Network, Inc. (“Network”), an entity succeeding to certain of HRDI’s functions, but to none of its assets or liabilities, now desire to resolve the concerns of the Attorneys General and, thus, the Parties have concluded that it is in their interests to enter into this Assurance of Voluntary Compliance (“Assurance”). The primary consideration for the Attorneys General entering into the Assurance, and the essential purpose of the Assurance, is the institution of business reforms to be adopted by HRDI including the severing of ties by HRDI and Network with the vendors in the healthcare service and supply industry. The relief herein is

intended to resolve the concerns of the Attorneys General, except as specifically limited herein, and the Parties have agreed to be bound by the provisions of this Assurance, as provided below.

The Parties have entered into this Assurance without any complaint having been filed or any adjudication of any issue of fact or law herein and without this Assurance constituting any admission by, any evidence against, or any estoppel against HRDI or other parties being released with respect to such issues.

HRDI's stipulation to entry of this Assurance is not an expression or implied admission of wrongdoing or liability of any kind.

I. FINDINGS

Based upon the Connecticut Attorney General's investigation, the Connecticut and Florida Attorneys General were prepared to allege the following:

1. HRDI is a Florida limited liability company located at 4400 Bayou Boulevard, Suite 34, Pensacola, Florida 32503. Network is a Florida not-for-profit corporation located at 4400 Bayou Boulevard, Suite 34, Pensacola, Florida 32503.

2. HRDI is owned by a group of leading hospital and healthcare system chief executive officers, chief operating officers and other corporate executives serving the healthcare field ("CEOs"). The current hospital or health system employers of the CEOs are identified on **Exhibit A** attached hereto. HRDI provides healthcare consulting services to vendors of healthcare related products and services ("Vendors"). HRDI's stated goals are: (a) to share the best in new ideas and strategies with their colleagues; (b) to seek ways to improve their hospitals and systems; (c) to educate companies who serve the industry so that their products and services will better meet patient and provider needs; and (d) to enhance quality and productivity in the

healthcare industry. HRDI is not a group purchasing organization (“GPO”) and does not endorse the products or service lines of its Vendor clients.

3. The Vendors purchase, for a set annual fee which is the same for all Vendors, the right to participate in HRDI, and they are HRDI’s clients. The Vendors consist of some of the largest and most prominent healthcare service and supply companies in the United States. The Vendors that have made up the clientele of HRDI since the service of subpoenas on Vendors in August 2005 are listed on **Exhibit B** attached hereto. HRDI has generally limited the number of Vendors which are eligible to participate in HRDI as clients to no more than two entities from any particular sector or industry at any given time - the so-called “Rule of 2”. For example, under this rule, HRDI would not typically permit more than two pharmaceutical companies or more than two manufacturers of medical diagnostic equipment to be enrolled as clients at any given time. Many of the Vendors may have used the “Rule of 2” to their competitive advantage.

4. The Vendors pay an annual fee to participate in HRDI (“Client Fee”). Currently, the Client Fee is Forty Thousand Dollars (\$40,000). Payment of the Client Fee entitles the Vendor to, among other things, participate in HRDI’s semi-annual private meetings held throughout the United States at resort locations. These meetings provide the Vendors with exclusive access to the CEOs of many of the premier hospitals and healthcare facilities across the country (“Hospitals”).

5. Each Vendor is entitled to an opportunity to host a panel session at each of HRDI’s semi-annual meetings. Meetings generally occur over a four day period. The panels are composed of the Vendor’s liaison CEO (described more fully in paragraphs 7.b and 9.a below) plus four (4) to five (5) additional CEOs, and each session generally lasts approximately 2 to 2½ hours. The content of the panel is determined by the Vendor presenting the panel and the

sessions are confidential in nature; the CEOs are not permitted to share the information disseminated during the panel discussions with anyone, including their respective Hospitals to whom they have a clear fiduciary duty. While the subject matter of the panels varies from Vendor to Vendor, Vendors have used the panel sessions in support of their general sales and marketing efforts, emphasizing *inter alia* (a) new product or service line development, (b) Vendor strategic planning, and (c) future health industry needs. In instances where a Vendor attempts to use the panel meeting as sales efforts, the CEOs are required under HRDI rules to report that effort.

6. Notwithstanding its purported purpose as an educational entity, a primary motivation for Vendors' participation in HRDI is to obtain the special access HRDI affords the Vendors to the CEOs and the influence that the CEOs wield within the healthcare arena, generally, and within their respective institutions, specifically. The "Rule of 2" operates to make this access more valuable for the Vendors as their competitors are effectively precluded from this access offered by HRDI.

7. For more than the last decade the CEOs have received compensation and expense reimbursement for their participation in HRDI. This is funded solely by the Client Fees and other fees paid by the Vendors. In the past year, the CEOs averaged compensation of \$20,000 to \$25,000. In some instances, CEO compensation has reached \$40,000 to \$50,000 in a given year. Corporate Officers committing more time have received additional compensation. This remuneration is comprised almost entirely of the following:

(a) Reimbursement for travel, lodging and entertainment expenses for both the CEO and the CEO's spouse;

(b) A “liaison fee” equal to twenty percent (20%) of the Client Fee of each Vendor for which the CEO serves as liaison. A CEO can act as liaison for no more than two Vendors at a given time. The liaison fee is intended to compensate the CEO for assisting the Vendor in preparing for its panel session at the semi-annual meetings and for chairing the panel sessions. The liaison fee for 2005 equaled Eight Thousand Dollars (\$8,000) per Vendor to which a CEO was appointed liaison;

(c) Payment for participation on a Vendor’s panel. The current rate of compensation is equal to One Thousand Dollars (\$1,000) per CEO per panel. A CEO has the opportunity to sit on multiple panels at each semi-annual meeting. Over the course of the four day meeting, a CEO will sit on five or six panels, earning \$5,000 to \$6,000; and

(d) Year-end distributions of profits, if any, from HRDI to the CEOs (there were none in 2005).

8. Given their respective positions, the CEOs potentially wield influence over and/or direct responsibility for healthcare service and supply purchasing decisions at their respective Hospital. HRDI has written and published rules the stated intent of which is to prohibit efforts by the Vendors to take advantage of the business and social relationships established through HRDI to sell to the CEOs’ Hospitals, either at the HRDI meetings or at any other time. These rules are set forth in the Principles of Participation for Clients (“Principles”), which state “Corporate members [Vendors] will have no expectation that HRDI members or their organizations will be obligated to give them preferred status in purchase of products and services.” Another Principle states that the panels and meetings are not to be used for “direct solicitation.” As a whole, the Principles left a loophole, because they failed to prohibit explicitly

the Vendors from attempting to exploit their access to the HRDI CEOs in order to sell to the CEOs' Hospitals.

9. While the efforts by some of the Vendors to manipulate the opportunities presented by HRDI vary, the investigation by the Connecticut Attorney General established that some of the Vendors intended and expected that their participation in HRDI would ultimately lead to increased business with the Hospitals. Their efforts to maximize the opportunities afforded through HRDI can be categorized generally as follows: (a) leveraging for sales purposes the access to CEOs offered by HRDI, (b) exploiting the "Rule of 2," and (c) using HRDI to support sales and marketing efforts aimed at Hospitals.

(a) **Vendor/HRDI Relationships:** Vendors pay HRDI in order to receive consulting services from HRDI and to have access to HRDI's CEOs. HRDI's semi-annual meetings are the primary venue at which the Vendors can develop social, professional, and business relationships with the CEOs. The opportunity to establish and/or strengthen the relationships between the Vendor and the CEOs is acknowledged by the Vendors as a motive for their willingness to invest in and become HRDI clients. HRDI assigns each Vendor with a CEO to serve as a "liaison" to the Vendor. The main function of the liaison was to assist the assigned Vendor in preparing for and best utilizing its panel and to participate on the panel. Some CEOs were willing to assist Vendors in a variety of other ways including providing referrals to purchasing personnel within the CEO liaison's Hospital and providing business introductions and referrals to other CEOs whom the Vendors targeted for sales. The Vendors valued the relationships fostered through HRDI and expected to have professional opportunities through HRDI to which they would otherwise not have access.

(b) **The “Rule of 2”:** The “Rule of 2” was adopted, according to HRDI, to ensure that (i) all the vendors in a particular line of commerce could not utilize HRDI and its events to engage in any anti-competitive conduct, and (ii) no single Vendor in a particular line of commerce could obtain an unfair competitive advantage by virtue of its exclusive HRDI client status. Nonetheless, the “Rule of 2” still gives a Vendor accorded client status in HRDI with relative exclusivity. The Vendors value this exclusivity and the competitive advantage such exclusivity potentially offers. Various Vendors identified membership in HRDI as an important, if not their most important, “relationship builder” in the healthcare industry. At least one Vendor publicly advertised the exclusivity of its membership as evidence of the competitive edge it held over its competitors.

(c) **Marketing and Sales to Hospitals:** Notwithstanding HRDI’s stated educational aspirations, and the purported prohibition against sales reflected in the HRDI Principles and otherwise, some Vendors clearly have viewed their participation in HRDI as an important investment into their marketing and sales efforts to Hospitals and actively marketed their products and services at HRDI meetings. HRDI’s Corporate Vendors pursued various avenues made available through HRDI to exploit the marketing and sales opportunities presented by HRDI. HRDI was inconsistent in its enforcement of its no selling “rule,” though one Vendor was in recent years asked to leave for conduct in violation of HRDI’s prohibition against sales.

10. Some Vendors have lobbied the HRDI staff to place specific CEOs on a Vendor’s panel. In some cases these were CEOs whose Hospitals were targeted by the Vendor for sales opportunities, and in some cases the Hospitals represented by those CEOs were in fact purchasers from the Vendors.

11. As of 2003, HRDI began requiring that the CEOs obtain the written approval of the Boards of Directors of their respective Hospitals to allow them to participate in HRDI, rather than just relying upon the CEOs to disclose all the appropriate facts concerning their participation in HRDI.

12. In order to assist the CEOs in obtaining this written approval from their respective Boards, HRDI provided each CEO with a packet of information which they could provide to the Boards to make a disclosure of their participation in HRDI and obtain requisite Board approval. The HRDI-prepared disclosure included HRDI's mission statement, the Principles, a list of the Vendors who were clients, a history of HRDI and a generic HRDI brochure. The packet also included two form letters, either of which could be signed and returned as evidence of the Board's approval. All of the Hospitals returned a signed authorization as evidence of their Board's approval.

13. Although the disclosure was intended to provide the Boards with the requisite information for them to make an informed decision on whether their CEO's participation in HRDI was ethically and legally appropriate, the disclosures failed to tell the Boards in writing:

- (a) the fact that the Hospital's CEO would be compensated for the services provided to HRDI and the Vendors and how much that compensation might actually be;
- (b) the identity of any compensation, direct or indirect, received by the Hospital CEO's from any specific Vendor;
- (c) the identity of any specific Vendor with which the Hospital CEO served as liaison or as a panelist on a Vendor's panel; and
- (d) a specific estimate of the time commitment required for participation in HRDI.

Upon investigation, the Connecticut Attorney General also discovered no evidence to indicate that the Hospitals had been informed (i) whether, and the extent to which, the Vendors sold products or services to the Hospitals and (ii) whether their respective CEOs were either directly or indirectly involved in the Hospital's decision to purchase Vendor products or services.

NOW THEREFORE, the Connecticut Attorney General, the Florida Attorney General, HRDI and Network hereby enter into this Assurance and hereby agree as follows:

II. JURISDICTION

1. The Attorneys General of Connecticut and Florida are authorized to investigate HRDI business practices and to enter into this Assurance.

2. The provisions of this Assurance apply to and are binding upon the undersigned parties, their successors and assigns, subsidiaries, directors, officers, managers, agents and employees.

3. HRDI and Network hereby waive all objection and defenses to the jurisdiction of the Connecticut Attorney General over the matters addressed in this Assurance.

4. HRDI and Network consent to jurisdiction and venue in the Connecticut Superior Court, Judicial District of Hartford, in the event that the State of Connecticut or the State of Florida seek to enforce this Assurance. HRDI and Network recognize that the State of Connecticut's and the State of Florida's remedy at law regarding enforcement of this Assurance is inadequate and agree that the Connecticut Superior Court has the authority specifically to enforce the provisions of this Assurance, including the authority to award equitable relief.

III. COMPLIANCE REFORM

By this Assurance, HRDI does not admit to participating in or facilitating any activity which is characterized as unlawful in Connecticut, Florida or elsewhere. In order to terminate this investigation, HRDI and Network agree to the following reforms and modifications of its business practices:

A. Winding Up and New Organization

1. Effective on the date of this Assurance, HRDI will cease operations except for winding up its obligations and liabilities. At such time as those matters are resolved, HRDI will be dissolved pursuant to Florida law, and a certified copy of its articles of dissolution will be filed with both the Connecticut and Florida Attorneys General. Network has on the date hereof been created, and, as of the week following the organizational meeting of its initial board of directors, will file with both the Connecticut and Florida Attorneys General certified copies of Network's articles of incorporation and corporate bylaws. As a not-for-profit corporation, Network will conduct all its activities in the public's best interests and otherwise in accordance with the Florida not-for-profit corporation laws. Network shall not make any distribution(s) to the CEOs in the event of the entity's dissolution or liquidation, whether partial or final.

2. For no less than three (3) years from the date of this Assurance, Network shall have a membership that will consist only of CEOs and other healthcare industry professionals who are not officers, directors or representatives of Vendors. Each member shall pay annual membership dues which shall not be in excess of Twenty-Five Thousand Dollars (\$25,000). Payment of the Network membership dues may be by the CEO member's employer or by the CEO member.

3. Network will make a disclosure on an annual basis to the Hospitals, and such disclosures shall include (i) a report of the financial condition of Network as reflected in an

annual financial statement, (ii) a statement of the amount of the dues for membership in Network, (iii) the names of the CEO members of Network and their affiliated Hospitals, (iv) an update on Network's corporate structure, including a description of any amendment to Network's organizational documents since the prior disclosure and a list of the then current officers and directors of Network, including any corporate affiliations of the officers and directors. The disclosures shall include any other information reasonably requested by the Hospitals. Nothing in this agreement shall be construed to affect or otherwise limit any duty of the CEO to make additional disclosures as may be required by federal or state law, or pursuant to Hospital policy.

4. Initially, the CEO and the CEO's Hospital shall commit to a 2 year membership in Network. Membership in Network shall entitle the CEO to participate in Network's semi-annual meetings which shall consist of, *inter alia*, roundtable sessions of case studies involving CEOs and their Hospitals, guest speakers on topics related to health care industry policy and developments, and joint meetings or other cooperative activities with other not-for-profit organizations such as the National Center for Healthcare Leadership, the National Quality Forum and other healthcare trade associations. The purpose of the meetings will be to allow for the collaboration of its CEO Members in identifying the needs and understanding the trends in health care and to permit the CEOs to meet to share their insights and experiences in health care.

5. Network shall not offer membership to Vendors or otherwise have a formal business relationship with any Vendors. Network shall not provide services to Vendors as clients or in any other capacity, and, except as set forth below, the Vendors shall in no way participate in any Network meetings, directly or indirectly. Nothing in this Section A.5. shall prohibit (i) Vendor representatives from attending generally advertised educational programs

directed broadly at the health care industry or (ii) Network from inviting individuals affiliated with Vendors to speak at a general meeting of the Network members or at an educational program offered to the health care industry at large. In the event of the latter, reasonable honoraria may be provided to any such speakers. Network shall not accept any payment, in cash or in kind, including but not limited to, donations, grants, contributions, fees or dues from any Vendor or healthcare manufacturer or service provider.

6. Although Network may not be able to qualify for a determination of federal income tax exemption under 26 U.S.C. §501(c)(3), Network agrees that, with respect to all matters related to compensation, conflicts of interest, and excess benefits transactions, it shall operate within the parameters of all statutes and regulations that are applicable to Section 501(c)(3) organizations, including 26 U.S.C. §4958. This Section A.6. is not intended to create any obligation of Network to apply for a determination of federal income tax exemption.

7. Network will have no voting members, no more than three (3) corporate officers, (President, Secretary and Treasurer), and its board of directors will consist of between 7 and 9 persons, some of whom may be public sector directors, but none of whom shall be employees of Vendors. The officers and board members shall be elected annually by the CEOs.

8. HRDI and Network shall have no ownership or financial interest of any kind in any Vendor (or its owned or controlled affiliates) or in any Hospital employing a CEO. No CEO shall have an ownership or financial interest of any kind, direct or indirect, in any Vendor (or its owned or controlled affiliates). Notwithstanding the foregoing, indirect ownership of an interest in a Vendor through a mutual fund or other similar investment vehicle shall not constitute a prohibited financial interest as long as the CEO's ownership interest does not constitute more than a one percent (1%) ownership interest in a Vendor.

9. Network shall, as part of the process of incorporation, draft and adopt a statement of corporate purposes, which shall be incorporated in Network's articles of incorporation. Such statement shall be provided to the Connecticut and Florida Attorneys General for their review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Network may at any time or times following the date of this Assurance adopt a different corporate name and shall, within fourteen (14) days of doing so, file with the Connecticut and Florida Attorneys General certified copies of the document evidencing same.

IV. COMPLIANCE REQUIREMENTS WITH VENDORS

If, after three years from the date of this Assurance, Network elects to return to the HRDI model permitting Vendors to have a role in Network either as clients of Network, as regular participants or attendees of Network meetings or events, or in any other capacity that permits or requires regular interaction between the CEOs and Vendors, Network agrees to adopt other business reforms as set forth in the Addendum to Assurance of Voluntary Compliance attached hereto as **Exhibit C**. Network shall notify the Attorneys General of its decision to allow for the participation of Vendors at least thirty (30) days prior to the effective date of such decision.

V. MONETARY RELIEF

HRDI shall pay One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) to the State of Connecticut which payment is intended both as a partial forfeiture of payments received by HRDI and as reimbursement for the cost of the investigation incurred by the Connecticut Attorney General. The payment shall be distributed by wire transfer to the Connecticut Attorney General.

VI. GENERAL PROVISIONS

1. This Assurance constitutes a complete settlement and release by the Connecticut and Florida Attorneys General of all claims and causes of action against HRDI, Network, their

officers, employees and directors, and the current CEOs and all CEOs serving HRDI since the date of service of the original subpoena in February, 2005, as such CEOs are identified in **Exhibit D** attached hereto (collectively, the “Released Parties”) relating to or based upon the subject matter of this Assurance. Notwithstanding this paragraph or any other provision of this Assurance, this Assurance shall in no way be interpreted to release any party with respect to claims that may arise after the date of this Assurance. Notwithstanding this Section VI.1. or any other provision of this Assurance, this Assurance shall in no way be deemed a waiver, settlement or release with respect to any of the Vendors with respect to any and all claims.

2. HRDI and Network each represents that it has fully read and understands this Assurance, that it understands the legal consequences involved in signing the Assurance, and that there are no other representations or agreements not stated in writing herein.

3. HRDI and Network each represents and warrants that it is represented by the undersigned legal counsel, that it is fully advised of its legal rights in this matter, and that the person signing below is fully authorized to act on its behalf.

(a) Within thirty (30) days of the execution of this Assurance, HRDI and/or Network shall provide a copy of this Assurance to their respective directors and officers, the CEOs and their respective Hospitals. For a period of three (3) years from the date of this Assurance, HRDI and Network, at any such time as it maintains a website, shall place a prominently displayed hyperlink on its website to the Connecticut Attorney General’s webpage containing a copy of this Assurance of Voluntary Compliance. The placement and description of the hyperlink on either website shall be subject to the approval of the Attorney General, which approval shall not be unreasonably conditioned, withheld or delayed. After three (3) years from the date of this Assurance, the hyperlink can be replaced by a statement that, upon request,

Network will provide a copy of this Assurance of Voluntary Compliance, with instructions as to how to make such request. The website obligation of HRDI in this Section may be tolled if, prior to the end of the three-year period, HRDI is insolvent, demonstrably cannot afford to maintain a website, and files certified evidence of its dissolution with the Connecticut Attorney General. In the event that Network does not at any time maintain a website, it shall provide a copy of this Assurance to any person or party requesting such copy during the three year period from the date of this Assurance.

4. This Assurance may be executed in counterparts.

5. The Attorneys General of the States of Connecticut and Florida may make such applications as appropriate to enforce or interpret the provisions of this Assurance, or in the alternative, maintain any actions for such other and further relief as the Attorneys General may determine is proper and necessary for the enforcement of this Assurance.

6. This Assurance shall be governed by the laws of the State of Connecticut without regard to conflict of laws principles.

7. Any disputes arising out of or related to this Assurance shall be subject to the exclusive jurisdiction of the Superior Court for the Judicial District of Hartford, or to the extent federal jurisdiction exists, the United States District Court for the District of Connecticut.

8. This Assurance relates only to claims available to the Attorneys General of the States of Connecticut and Florida, and only as to matters addressed in this agreement. Notwithstanding this paragraph 8 or any other provision of this Assurance, this Assurance shall in no way be interpreted to release any party with respect to claims that may arise after the date of this Assurance. The silence of this Assurance as to any matter shall not be interpreted as permission or approval with respect to any such matter(s) on which it is silent.

9. The provisions of this Assurance shall be binding upon the assigns, successors in interest, personal representatives, agents and related entities of each of the Parties hereto.

VII. CONDITION PRECEDENT

As a condition precedent to this Assurance, HRDI shall cooperate in the creation of Network, though not in its capitalization as described in Section III(A)(1) above, and Network shall be a signatory to and be bound by this Assurance.

VIII. TERMINATION

Network's obligations to report to the Attorneys General its continuing compliance with this Assurance will expire on the seventh anniversary of the execution of this Assurance by the parties. HRDI's reporting obligation will expire as of the certification of its dissolution.

IX. MODIFICATION

This Assurance may be modified by mutual written agreement of the Parties.

X. SEVERABILITY

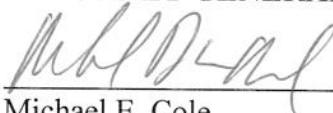
If any portion or part of this Assurance is held invalid, unenforceable or void for any reason whatsoever, that portion shall be severed from the remainder of the Assurance and shall not affect the validity or enforceability of the remaining portions of the Assurance.

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WHEREFORE, the Office of the Connecticut Attorney General, the Office of the Florida Attorney General, Healthcare Research and Development Institute, LLC and its successor, Health Education Network, Inc. a not-for-profit corporation, hereby execute this Assurance of Voluntary Compliance dated January 24, 2007.

Dated: _____

**STATE OF CONNECTICUT
RICHARD BLUMENTHAL
ATTORNEY GENERAL**



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WHEREFORE, the Office of the Connecticut Attorney General, the Office of the Florida Attorney General, Healthcare Research and Development Institute, LLC and its successor, Health Education Network, Inc. a not-for-profit corporation, hereby execute this Assurance of Voluntary Compliance dated January 24, 2007.

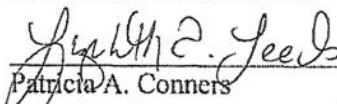
Dated: _____

**STATE OF CONNECTICUT
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Jan 24, 2007

HEALTHCARE RESEARCH &
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By its Attorneys

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L. Edward Bryant, Jr.

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Dated: _____

Jan 24, 2007

HEALTH EDUCATION NETWORK,
INC., a Florida not-for-profit corporation

By its Attorneys

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Attached Exhibits A-D.

EXHIBIT A

LIST OF HOSPITALS EMPLOYING HRDI CEOs

HRDI Member Employers as of original subpoena and forward

HRDI Member Employers alpha listing	City / State
Albert Einstein Healthcare Network	Philadephia, PA
AtlantiCare	Egg Habor Township, NJ
Baptist Memorial Health Care	Memphis, TN
Bayfront Medical Center	St.Petersburg, FL
Baylor Health Care System	Dallas, TX
Boston Medical Center	Boston, MA
Catholic Health Initiatives	Denver, CO
Catholic Healthcare West	San Francisco, CA
Cedars Sinai Health System	Los Angeles, CA
Dartmouth-Hitchcock Medical Ctr.	Lebanon, NH
Emory Healthcare, Inc.	Atlanta, GA
Fairview Health Services	Minneapolis, MN
Froedtert & Community Health	Milwaukee, WI
Health Alliance	Cincinnati, OH
Health First, Inc.	Rockledge, FL
Henry Ford Health System	Detroit, MI
Hoag Memorial Hospital	Newport Beach, CA
Intermountain Health Care	St. Lake City, UT
Kaiser Foundations Health Plan & Hospital	Pasadena, CA
Legacy Health System	Portland, OR
MedStar Health	Columbia, MD
Memorial Hermann Health System	Houston, TX
Moses Cone Health System	Greensboro, NC
National Rehabilitation Hospital	Washington, DC
North Shore Long Island Jewish Health System	Great Neck, NY
Northwestern Memorial HealthCare	Chicago, IL
Novant Health, Inc.	Winston-Salem, NC
Partners Healthcare System	Boston, MA
Presbyterian Healthcare Services	Albuquerque, NM
Providence Health	Cincinnati, OH
Providence Services	Spokane, WA
Rush University Medical Center	Skokie, IL
Saint Joseph's Health System	Atlanta, GA
Sentara Healthcare	Norfolk, VA
St. Luke's Episcopal Health System	Houston, TX
Stanford Hospital & Clinics	Stanford, CA
The HSC Foundation	Washington, DC
Trinity Health	Novi, MI
UAB Health System	Birmingham, AL
University Hospitals Health System	Cleveland, OH
Woman's Hospital	Baton Rouge, LA
Yale New Haven Health System	New Haven, CT

EXHIBIT B

LIST OF HRDI VENDORS

HRDI Corporate Members as of original subpoena and forward

Corporate Member
Abbott
Accenture / formerly Cap Gemini
Amgen
Aramark
Baxter Healthcare
BD Healthcare
Boston Scientific
Cardinal Healthcare
CB Health Ventures
Cerner
Citigroup
CR Bard
Dion Durrell
Eclipsys
Eli Lilly
Ernst & Young
Excel Medical
First Consulting Group
Gardner, Carton & Douglas
GE Healthcare
Governance Institute
Heidrick & Struggles
Herman Miller
Hill-Rom
Hospira
Johnson & Johnson
Kimberly-Clark
Lillibridge Health Trust
3M
McKesson
McManis Consulting
MedAssets
Modern Healthcare Magazine
Morgan Stanley
NBBJ
NRC/Picker
Owens & Minor
Press Ganey
Roche Labs
Sanofi-Aventis
Siemens Medical
Smith & Nephew
Sodexo Healthcare
Solucient
Stockamp & Associates
Team Health
Tiber Group a Navigant Co.
1/4/2007

EXHIBIT C
ADDENDUM TO ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Connecticut Office of the Attorney General, the State of Florida Office of the Attorney General, Healthcare Research and Development Institute, LLC (“HRDI”) and Health Education Network, Inc. (“Network”) have entered into an Assurance of Voluntary Compliance (“Assurance”) of even date herewith.

Notwithstanding the business reforms prescribed by the Assurance that prohibit, with limited exceptions, the participation in Network by Vendors (as defined in the Assurance), Section IV of the Assurance contemplates the future possibility that Network will determine it to be in Network’s best interest to permit Vendors to participate in Network as clients of Network or in some other capacity. In the event that Network elects to allow for the participation of Vendors in accordance with Section IV. of the Assurance, the parties agree that (i) Network shall notify the Attorneys General of its decision to allow for the participation of Vendors at least thirty (30) days prior to the effective date of such decision and (ii) Network and the Vendors will thereafter be obligated to abide by the following terms and conditions.

Any capitalized terms herein are as defined in the Assurance.

A. Disclosures to CEOs’ Employer Hospitals

1. The HRDI CEOs are all full-time Executive Employees of hospitals, health systems and similar healthcare organizations. As such, they are acknowledged fiduciaries with regard to their employers, acting always in the employers’ behalf instead of their own personal, proprietary interests. Since the CEOs have elected to allow for the participation of Vendors in Network, the CEOs may only continue to be members in Network with their employers’ express permission and informed consent. As such, it shall be an ongoing condition of Network membership that the CEOs’ Hospitals be provided with an initial disclosure (the “Initial

Disclosure”) in writing, before such CEOs are installed as new members of HRDI and at least every year thereafter (the “Annual Disclosure”). For current CEOs, the Initial Disclosure shall be made within thirty (30) days of the decision to allow for participation in Network by Vendors, or as soon thereafter as practicable. The Initial Disclosure and the Annual Disclosure shall be made by Network in writing to each Hospital, provided that each CEO shall, if necessary, make a supplemental Annual Disclosure providing information described in subsection 1.(f) below to their affiliated Hospital. The Initial Disclosure and any subsequent Annual Disclosure(s) shall include no less than:

- (a) the corporate purposes and any written mission statement of Network, including the Principles of Participation for CEOs and Vendors,
- (b) the nature of Network as shown by its activities,
- (c) the history of HRDI and Network,
- (d) the ownership or financial sponsorship of Network,
- (e) the current financial statements of Network,
- (f) the projected time involvement of the CEO in Network, provided, however, that if the actual time involvement is materially different than the projected time involvement, the change in the time commitment shall be communicated to the Hospital in writing no later than thirty (30) days after the time commitment changes,
- (g) the annual amount of Compensation, defined below in Section D., to the CEO from Network, if any,
- (h) the policy and procedure of Network applicable to all compensation, conflicts or dualities of interest and excess benefits transactions, including a copy of the Compliance Plan and Code of Ethics,

(i) the identification of the current directors, officers, CEOs and Vendors of Network,

(j) the identification of the Vendors whose panels were attended by the CEO in the preceding year,

(k) the identification of the Vendors providing any direct or indirect benefit to the CEO and the amount thereof, if any, and

(l) any violation of the Compliance Plan, or report of a potential violation, that involves or implicates a Hospital's CEO participating in Network.

2. At the time of such Initial Disclosure and Annual Disclosure(s), the CEO shall obtain the signature of his/her Hospital's board chair on, and shall him/herself sign, a certification in the form attached hereto as **Addendum Exhibit A**, certifying that such disclosures were made, that the board had approved such Network membership in an executive session and that the approval is included in the board's minutes. It is not intended that such individual membership in Network shall establish any legal relationship between Network and the Hospital, to which the CEO remains an officer and fiduciary.

3. Nothing in this agreement shall be construed to affect or otherwise limit any duty of the CEO to make additional disclosures as may be required by federal or state law, or pursuant to Hospital policy. The completion of the Initial Disclosure or Annual Disclosure(s) shall not prevent any party from seeking further information from the CEO pursuant to federal or state law, or pursuant to Hospital policy.

B. Limitations on Office; Service Prohibited on Vendor Boards

While any CEO is serving as a member of Network, she/he shall not serve as an officer of Network, other than Chairman or Vice Chairman and shall not (a) serve as a member of the board of directors or any advisory board of any Vendor (or its owned or controlled affiliates), (b)

be employed or engaged as an independent contractor by any Vendor (or its owned or controlled affiliates) or (c) provide any consulting services to any Vendor (or its controlled affiliates), provided, however, that this Section B. shall not be construed to prohibit a CEO's participation on a Network panel of a Vendor. Network shall publicize this rule to its Vendors and potential Vendors as well as to its CEOs.

C. CEO Compensation.

1. For the purposes of this Section C., "Compensation" shall be defined as anything of material value given to a CEO, or the CEO's immediate family members, as a result of, in payment for or otherwise in conjunction with the CEO's membership or participation in Network, including, but not limited to, money, credits, loans, forgiveness of principal or interest, vacations, prizes, gifts or other items of value, whether given directly or indirectly. Any Compensation in excess of \$50 aggregate annually per CEO shall be deemed material.

2. All Compensation of the CEOs shall be subject to the following rules:

(a) No CEO or any CEO's immediate family members shall receive any Compensation from Network, or any Network Vendor, except as set forth below in subsections (b) and (c) below.

(b) Network directors who devote substantial time to the organization may receive Compensation from Network for services performed on behalf of Network at reasonable rates, provided, however, that the Compensation provided under this subsection (b) shall not exceed an aggregate amount per director of \$2,500 annually ("Director Compensation Cap"). Any director may elect in writing not to receive any Compensation as permitted in this subsection (b). All time spent on Network matters for which such Compensation is allowed shall be fully documented in writing by the CEO and maintained by Network for 5 years.

(c) Subject to the limitations set forth in this subsection (c), the CEOs may be reimbursed for all reasonable expenses associated with their participation in official Network activities, provided such expenses are appropriately documented. Network shall not reimburse CEOs or their respective spouses or other immediate family members for any expenses incurred by such spouses or family members for any such expenses. To be eligible for the reimbursement of expenses associated with attendance at a Network semi-annual meeting, a CEO must provide bona fide services at such meeting. Bona fide services shall be evidenced, at a minimum, by participation in no less than four (4) Vendor panels at each such meeting. A CEO who fails to participate in at least four (4) Vendor panels at any semi-annual meeting shall not receive any reimbursement of expenses from Network or any Vendor in association with their attendance and participation at such semi-annual meeting. In the event that the semi-annual meetings do not include Vendor panels, bona fide services shall be evidenced by a substantial participation in all Network activities at the semi-annual meeting, excluding social activities. Notwithstanding the foregoing, Network directors may be reimbursed for their reasonable documented expenses incurred with their participation in attending board meetings.

(d) Network shall prohibit Vendor sponsorship of events at Network's semi-annual meetings such as sponsorship of meals, golf outings, speakers, or other events through which the CEOs or the CEOs' spouses receive anything of value.

(e) Nothing in this Section C. shall prohibit Network from having routine indemnification policies for directors' and officers' insurance for those incurring liabilities when acting in good faith on behalf of HRDI or Network.

D. Liaison Role Abolished; Panelist Neutrality

1. The role of “liaison,” as it was utilized by HRDI for the consulting and all other relationships with each Vendor, shall be abolished. Network shall not assign any CEOs as liaisons, or any position substantially similar thereto, to any Vendors.

2. In the event Vendors present to panels at Network meetings, Network shall utilize a rotating system for assigning CEOs to each Vendor panel. Neither CEOs nor Vendors shall provide any input, and Network shall not accept any solicited or unsolicited input from CEOs or Vendors, with respect to the composition of the panels. This system shall be designed to maximize the combined experience of CEOs on a panel and to provide the Vendors with maximum variety and exposure to all CEOs over time.

3. Network shall assign CEOs as panel coordinators on a rotating basis to chair Vendor panel meetings, ensuring and documenting that no CEO shall serve as panel coordinator in consecutive meetings for any Vendor. CEOs shall not receive compensation for serving on the panel or as panel coordinator. No CEO shall initiate, influence or attempt to influence the purchase or purchasing decisions by his/her employer or any other CEO or his/her Hospital with respect to any Vendor’s products or services, and any such conduct shall be deemed a violation of the Network Code of Ethics and Compliance Plan.

E. CEO and Vendor Principles of Participation.

Network shall adopt Vendor and CEO Principles of Participation (“Principles”). The Principles shall, *inter alia*, incorporate a clearly stated prohibition against (i) marketing or sales by Vendors to the CEOs or the Hospitals at Network meetings and (ii) marketing or sales to the CEOs or the Hospitals outside of Network meetings in a manner that exploits or attempts to exploit the access to CEOs made available by and through Network. Within thirty (30) days of the decision to allow for the greater participation in Network by Vendors, or as soon thereafter as

practicable, the Vendor and CEO Principles of Participation shall be submitted in writing for the approval of the Connecticut and Florida Attorneys General, whose approval shall not be unreasonably withheld, conditioned or delayed.

F. Rule of Two Abolished; Corporate Vendor Terms

1. There shall be no limit on the number of Vendors engaged in any product or service line market which shall be eligible to be Vendor clients of Network.

2. The Network Compliance Plan shall adopt and implement procedures designed to ensure that Network activities are not utilized inappropriately by Vendors to provide them with a competitive advantage. Determination of the number of Vendors served by Network and of the quality and mix of Vendors who participate will remain the sole responsibility of the Network Board of Directors and shall be exercised in accordance with the Compliance Plan.

3. In order to promote the openness of and equal access to Network membership and to make the educational opportunities underlying Network's primary purpose more widely available, Network will implement the following changes in policy:

(a) Network will implement, either directly by itself or in joint venture with other healthcare organizations, activities that will be publicized to and, for a reasonable fee, open to any organization serving the healthcare industry:

(i) Hospital Training Institutes acclimating such organizations to hospital and health system operations, industry needs and public policy issues;

(ii) On-site focus groups on topics of interest to such organizations;
and

(iii) An annual conference or series of smaller conferences, educationally focused for such organizations, but featuring no vendor panels.

(b) Network will institute a contract termination and three (3) year non-participation period (the “Nonparticipation Period”) for any Vendor which is determined to have violated the revised Vendor Principles. During the Nonparticipation Period, the Vendor is prohibited from participating, directly or indirectly, in any Network activity, program or event.

(c) For any Vendor which causes the imposition of a Nonparticipation Period, all participation as a Vendor after such period shall be for a contracted maximum of three (3) years, following which the contract shall require that it must in perpetuity enter into a period of nonparticipation as a Vendor for two (2) years before being eligible to participate as a Vendor.

(d) All Network Vendor contracts will incorporate the Vendor Principles and CEO Principles, and the Code of Ethics and will contain covenants setting forth in the foregoing subsections (c) and (d).

(e) The Network Board of Directors, in assessing the desirability of any organization which applies to become a contracting Vendor, will expressly take into consideration (i) whether there is any credible evidence that the applicant is competitively disadvantaged by not contracting with Network as a Vendor, (ii) whether the applicant signifies its willingness to be bound by Network’s Principles and Code of Ethics, (iii) whether the applicant signifies its willingness to send high-level executives for strategic consulting to its panel meetings versus sales personnel, and (iv) whether the applicant’s financial condition will allow a long-range relationship (subject to all of Network’s ethical and procedural requirements).

G. Role of HRDI Alumni

1. Former HRDI or Network CEO members, whether they qualify under HRDI organizational rules as “alumni” or not, shall not assume any role, responsibility or position with Network or a Vendor following the end of their membership status which violates the Network

Code of Ethics, Compliance Plan, Principles of CEO Participation or Vendor Principles of Participation.

2. Former HRDI or Network CEOs shall not serve as participants in a Vendor's delegation to a Network semi-annual business meeting for a period of two (2) years following the end of his/her CEO status.

H. Executive Institute Abolished

The activity of HRDI known as the Executive Institute shall be discontinued effective immediately and shall not be reinstated by Network.

I. Network Website

Network will maintain a website that shall be utilized to assist the public in understanding the dual educational and consulting roles of Network. At a minimum, the website shall disclose the following information:

- (a) the Network corporate purposes and any Mission Statement;
- (b) a current list of the Network CEOs and alumni;
- (c) a current list of the Network Vendors;
- (d) a current list of the Network officers;
- (e) a current list of the Network directors;
- (f) the Network Code of Ethics;
- (g) a history of HRDI/Network;
- (h) a copy of the Compliance Plan and the contact information for the Network Compliance Officer;
- (i) the Network Principles of Participation for both CEOs and Vendors;
- (j) a schedule of fees, including the Client Fee, and any other fees charged by Network for services provided by Network and/or the CEOs on Network's behalf;

(k) schedule of upcoming Network meetings, to the extent the date and location of such meetings are known; and

(l) a hyperlink to the Connecticut Attorney General's webpage containing a copy of this Assurance of Voluntary Compliance. The placement and description of the hyperlink shall be subject to the approval of the Attorney General, which approval shall not be unreasonably conditioned, withheld or delayed.

J. Compliance Officer/Compliance Plan

1. Within thirty (30) days of any decision to allow for the greater participation in Network by Vendors, or as soon thereafter as practicable, Network shall promptly adopt and immediately enforce a revised Code of Ethics and a Compliance Plan consistent with the terms of this Section J. and establish the position of a Compliance Officer, whose duties shall include responsibility for, and implementation of, a Compliance Plan to be binding on its CEO members and Vendors. The Compliance Plan shall incorporate the following minimum requirements:

(a) implementation of written compliance policies and procedures, including the Code of Ethics;

(b) designation of a Compliance Officer (who may be either an employee or experienced independent contractor) and/or compliance committee;

(c) use of mandatory, effective training and education on a periodic basis concerning the requirements of the Compliance Plan;

(d) utilization of internal monitoring and auditing of CEO and Vendor activity to assure compliance with the Compliance Plan;

(e) maintenance of an effective reporting mechanism to allow Vendors and CEOs to report violations or potential violations of the Compliance Plan;

(f) enforcement of the Compliance Plan through publication of disciplinary guidelines incorporated into the Compliance Plan; and

(g) prompt response to detected violations or reports of violations or potential violations of the Compliance Plan, and undertaking appropriate corrective action.

2. The Compliance Plan, which shall incorporate the Code of Ethics, shall be provided to the Connecticut and Florida Attorneys General prior to its implementation for his review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Code of Ethics and Compliance Plan will be designed, *inter alia*, to assure Network's independence from influences which would compromise the organization's integrity or lessen competition in the healthcare industry.

3. The steps required to implement the Compliance Plan will be reported in writing periodically to the Connecticut and Florida Attorneys General hereunder on a monthly basis, commencing on the date of any decision to allow for the greater participation in Network by Vendors, with a target effective date of January 1, 2007. Certified copies of the revised Code of Ethics and the Compliance Plan shall be filed with the Connecticut and Florida Attorneys General promptly upon adoption.

ADDENDUM EXHIBIT A

ANNUAL CERTIFICATION OF BOARD APPROVAL OF

[Insert Institution's name]

**TO EXECUTIVE'S PARTICIPATION AS MEMBER OF
HEALTHCARE RESEARCH & DEVELOPMENT INSTITUTE**

Date: _____

This document certifies that _____, an Executive Officer (the "Executive") of this corporation, has applied to the board of this corporation (the "Institutional Employer") for its permission and consent to participate, while a full-time employee of the corporation, as a Member of HEALTH EDUCATION NETWORK ("Network") ("HRDI").

In support of such application, HRDI and, to the extent necessary, the Executive has provided the board of this corporation with the following information in written form:

- the purposes and mission statement of HRDI,
- the nature of HRDI as shown by its activities,
- the history of HRDI,
- the ownership or financial sponsorship of HRDI,
- the current financial statements of HRDI,
- the projected time involvement of the Executive in HRDI, provided, however, that if the actual time involvement is materially different than the projected time involvement, the change in the time commitment shall be communicated to the appropriate Hospital board in writing no later than thirty (30) days after the time commitment changes,
- whether the Executive is a director of HRDI,
- the compensation received by the Executive for services provided as director of HRDI,
- the reimbursement received by the Executive for expenses incurred in connection with participation in official HRDI activities,
- the policy and procedure of HRDI applicable to all conflicts or dualities of interest,
- the identification of the CEOs active in HRDI and the active HRDI Vendors,

- the identification of the Vendors whose panels were attended by the Executive,
- the identification of the Vendors providing any indirect benefit to the Executive by sponsorship of events at HRDI meetings from which the Executive benefited or may have benefited, and
- any violation of the Compliance Plan, or report of a potential violation, that involves or implicates a Hospital's Executive participating in HRDI.

The Executive has answered all the questions of the board and left the room so the discussion and decision could be made outside the Executive's presence. Such permission and consent were granted for a period of one (1) year, and the Executive was directed to notify the board's chair if the operations of HRDI or their impact upon the Executive should change materially. This action was entered into the minutes of the board's meeting of _____, 200_. This document in no way prevents the Institutional Employer or its board from seeking further information from the Executive pursuant to federal or state law, or pursuant to the Institutional Employer's policy.

[INSTITUTIONAL EMPLOYER]

By _____
 Its _____

EXECUTIVE

EXHIBIT D

LIST OF RELEASED CEOs

1/24/2007

Member List as of original subpoena forward

Member	Title	Health System	City/State
Joel Allison	President & CEO	Baylor Health Care System	Dallas, TX
Dennis Barry	President & CEO	Moses Cone Health System	Greensboro, NC
David Bernd	President & CEO	Sentara Healthcare	Norfolk, VA
Sue Brody	President & CEO	Bayfront Medical Center	St. Petersburg, FL
Peter Butler	EVP & COO	Rush University Medical Center	Skokie, IL
Tom Chapman, Ed.D.	President & CEO	The HSC Foundation	Washington, DC
Dr. Ben Chu	President & CEO	Kaiser Foundations Health Plan & Hospital	Pasadena, CA
Lloyd Dean	President & CEO	Catholic Healthcare West	San Francisco, CA
Mike Dowling	President & CEO	North Shore Long Island Jewish Health System	Great Neck, NY
Ed Eckenhoff	President & CEO	National Rehabilitation Hospital	Washington, DC
David Fine	President & CEO	St. Luke's Episcopal Health System	Houston, TX
" "		formerly at UAB Health System	Birmingham, AL
Teri Fontenot	President & CEO	Woman's Hospital	Baton Rouge, LA
John Fox	President & CEO	Emory Healthcare, Inc.	Atlanta, GA
Barry Freedman	President & CEO	Albert Einstein Healthcare Network	Philadelphia, PA
Ken Hanover	President & CEO	Health Alliance	Cincinnati, OH
James Hinton	President & CEO	Presbyterian Healthcare Services	Albuquerque, NM
John Koster, MD	President & CEO	Providence Health	Seattle, WA
Kevin Lofton	President & CEO	Catholic Health Initiatives	Denver, CO
George Lynn	President & CEO	AtlantiCare	Egg Harbor Township, NJ
Martha Marsh	President & CEO	Stanford Hospital & Clinics	Stanford, CA
Mike Means	President & CEO	Health First, Inc.	Rockledge, FL
Gary Mecklenburg	President & CEO	Northwestern Memorial HealthCare	Chicago, IL
Dr. Jim Mongan	President & CEO	Partners Healthcare System	Boston, MA
Bill Nelson	President & CEO	Intermountain Health Care	Salt Lake City, UT
David Page	President & CEO	Fairview Health Services	Minneapolis, MN
Bob Pallari	President & CEO	Legacy Health System	Portland, OR
Judy Pelham	President & CEO	Trinity Health	Novi, MI
Bill Petasnick	President & CEO	Froedtert & Community Health	Milwaukee, WI
Bonnie Phipps	CEO	Saint Joseph's Health System	Atlanta, GA
Tom Priselac	President & CEO	Cedars Sinai Health System	Los Angeles, CA
Stephen Reynolds	President & CEO	Baptist Memorial Health Care	Memphis, TN
Ken Samet	President & CEO	MedStar Health	Columbia, MD
Nancy Schlichting	President & CEO	Henry Ford Health System	Detroit, MI
Mike Stephens	President & CEO	Hoag Memorial Hospital	Newport Beach, CA
Elaine Ullian	President & CEO	Boston Medical Center	Boston, MA
Rich Umbdenstock	President & CEO	Providence Services	Spokane, WA
Jim Varnum	President	Dartmouth-Hitchcock Medical Ctr.	Lebanon, NH
Paul Wiles	President & CEO	Novant Health, Inc.	Winston-Salem, NC
Dan Wolterman	President & CEO	Memorial Hermann Health System	Houston, TX
Joe Zaccagnino	President & CEO	Yale New Haven Health System	New Haven, CT
Tom Zenty	President & CEO	University Hospitals Health System	Cleveland, OH